

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
AUGUSTA DIVISION

ABC LOAN CO. OF MARTINEZ, LLC,	{
	{
Plaintiff,	{ CIVIL ACTION FILE
	{
VS.	{ NO. _____
	{
GRUNER ENTERPRISES, LLC, DBA	{
#1 BIG DADDY'S CAR CO. AND	{
SIMPLE AUTO FINANCE, AND	{
CARISMA FINANCIAL CORP., AND	{
ROBERT GRUNER, III, individually.	{
	{
Defendants.	{

COMPLAINT FOR BREACH OF CONTRACT

COMES NOW the Plaintiff, ABC LOAN CO. OF MARTINEZ, LLC, ("Plaintiff" or "ABC"), and files this Complaint for Breach of Contract against Gruner Enterprises, LLC, doing business as #1 Big Daddy's Car Co., and Simple Auto Finance (collectively "Gruner Enterprises"); Carisma Financial Corp. ("Carisma"); and Robert Gruner, III ("Gruner") (sometimes referred to collectively as "Gruner Parties" or "Defendants") and shows as follows:

PARTIES, JURISDICTION, AND VENUE

1. ABC is a Georgia limited liability company which is in the business of providing funding to businesses and whose principal place of business is in Martinez, Columbia County, Georgia.
2. Gruner Enterprises is a limited liability company organized under the laws of the state of Texas with its principal place of business located at 944 South Buckner Blvd., Dallas, Texas 75217.
3. Gruner Enterprises operates under the tradenames of #1 Big Daddy Car Co. and Simple Auto Finance.
4. Carisma is a corporation organized under the laws of the state of Texas with its principal place of business located at 944 S. Buckner Blvd., Dallas Texas 75217.
5. Gruner is a resident of Dallas County, Texas, and lives at 6428 Tulip Lane, Dallas, Texas 75230.

6. This Court has subject matter jurisdiction in this matter.
7. Subject matter jurisdiction exists in this Honorable Court pursuant to and in accordance with 18.U.S.C. §1332. The Complaint presents a civil action where the matter(s) in controversy exceed(s) the sum of \$75,000.00 and is between citizens of different states.
8. This Honorable Court has in personam jurisdiction over the Plaintiff in this action by virtue of the Plaintiff's consent by it having filed this action.
9. This Honorable Court has in personam jurisdiction over the Defendants for reasons including, but not limited to, this action is related to and arising from a Settlement Agreement resolving litigation previously pending before this Court and, of which this Court had personam jurisdiction over the Defendants.
10. Venue is proper and exists in this Honorable Court pursuant to 18 U.S.C. § 1391.

FACTS AND CLAIMS

11. On or about February 17, 2022, Plaintiff and the Defendants entered into a Settlement Agreement resolving litigation pending in the United States District Court, Southern District of Georgia, Augusta Division, Civil Action No. 1:21-CV-00007 ("Lawsuit"). A true and correct copy of the Settlement Agreement is attached hereto and incorporated herein by reference as **Exhibit A** ("Settlement Agreement").
12. The Settlement Agreement, among other things, (i) dismissed the Lawsuit with Prejudice; (ii) required the Gruner Parties to pay ABC certain funds on repayment schedule; (iii) included default provisions related to the payment schedule, and (iv) included mutual releases which specifically excluded the obligations of the Gruner Parties and ABC under the Settlement Agreement. Exhibit A, ¶¶1, 2, 7 & 8.
13. Specifically, the Defendants were to pay FIVE HUNDRED THOUSAND AND NO/100THS (\$500,000.00) DOLLARS ("Settlement Payment") to Plaintiff in thirty-six (36) equal installments of THIRTEEN THOUSAND EIGHT HUNDRED EIGHTY-EIGHT AND 89/100ths (\$13,888.89) DOLLARS ("Installment Payments") beginning no later March 19, 2022. Exhibit A, ¶ 1.

14. Defendants have failed and refused to make Installment Payments in accordance with the Settlement Agreement.
15. On or about October 25, 2022, and November 29, 2022, Plaintiff provided the Defendants notice of default and an opportunity to cure the default in accordance with the terms of the Settlement Agreement. Exhibit A, ¶ 2. A true and correct copy of the Default Letters are attached hereto and incorporated herein as **Exhibit B** (“Default Letters”).
16. The Defendants failed and refused to cure the default.
17. Pursuant to Paragraph 2 of the Settlement Agreement, in the event of a default and failure to cure, the Defendants agree to a judgment for the unpaid amount of the Settlement Payment.
18. Pursuant to Paragraph 14 of the Settlement Agreement, if legal action is necessary to enforce any provisions of the Settlement Agreement the prevailing party is entitled to reasonable attorneys fees and costs. Exhibit A, ¶ 14.
19. On or about May 1, 2023, Plaintiff notified the Defendants of Plaintiff’s intent to enforce the Defendants’ obligation to pay reasonable attorneys’ fees pursuant to O.C.G.A. § 13-1-11 and an opportunity to pay the balance in full prior to the accrual of attorneys’ fee if the balance of the Settlement Payment was paid within ten (10) days of the notice of the intent to enforce the obligation to pay reasonable attorneys’ fees pursuant to O.C.G.A. § 13-1-11.
20. The Defendants have failed and refused to pay the unpaid Settlement Agreement.
21. The Defendants are indebted to the Plaintiff in the amount of FOUR HUNDRED TWO THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 77/100THS (\$402,777.77) DOLLARS, plus attorneys fees in the amount of FORTY THOUSAND THREE HUNDRED TWO AND 77/100THS (\$40,302.77) DOLLARS.

COUNT ONE – BREACH OF CONTRACT

22. Plaintiff realleges and incorporates by reference Paragraphs 1 through 21 of the Complaint.
23. Plaintiff and the Defendants entered into a Settlement Agreement in which the Defendants were obligated to pay Plaintiff the Settlement Payment.

24. Plaintiff has fully performed and completed all of Plaintiff's obligations in accordance with the Settlement Agreement.
25. Plaintiff has performed all conditions precedent.
23. The Defendants have failed and refused to perform the Defendants' obligations under the Settlement Agreement, including, but not limited to, paying the Settlement Payment and Settlement Installments and failing to cure the default in the Settlement Installments after notice of the default.
26. The Defendants have defaulted under the terms of the Settlement Agreement.
27. The Defendants have failed to cure the default after proper notice and opportunity to cure.
28. The Defendants have materially breached the Settlement Agreement with Plaintiff.
29. The Defendants are liable in an amount equal to FOUR HUNDRED TWO THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 77/100THS (\$402,777.77) DOLLARS.

COUNT TWO - ATTORNEYS' FEES (O.C.G.A. § 13-1-11)

30. Plaintiff realleges and incorporates by reference Paragraphs 1 through 29 of the Complaint.
31. The Settlement Agreement provides for the reasonable attorneys' fees.
32. Plaintiff has provided notice to the Defendants of the intent to enforce the obligations to pay reasonable attorneys' fees.
33. The Plaintiff is entitled to reasonable attorneys' fees in an amount equal to fifteen (15%) percent of the first FIVE HUNDRED AND NO/100THS (\$500.00) DOLLARS owed to Plaintiff, plus ten (10%) percent of the remaining balance.
34. The Defendants are obligated to pay Plaintiff attorneys' fees equal to FORTY THOUSAND THREE HUNDRED TWO AND 77/100THS (\$40,302.77) DOLLARS in addition to the amount of the unpaid Settlement Payment.

WHEREFORE, Plaintiff prays:

- (a) That process issue requiring Defendants to answer this Complaint as provided by law;

- (b) That the Court award Plaintiff damages not less than FOUR HUNDRED TWO THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 77/100THS (\$402,777.77) DOLLARS on Count One, plus post-judgment interest;
- (c) That the Court award Plaintiff not less than FORTY THOUSAND THREE HUNDRED TWO AND 77/100THS (\$40,302.77) DOLLARS on Count Two; and
- (d) That Plaintiff have such other relief and the Court deems just and equitable.

This the 20th day of July, 2023.

/s/ Jon A. Levis

JON A. LEVIS
GEORGIA BAR NO. 448848
ATTORNEY FOR PLAINTIFF

LEVIS LAW FIRM, LLC
POST OFFICE BOX 129
101 SOUTH MAIN STREET
SWAINSBORO, GEORGIA 30401
Phone: 478.237.7029
Fax: 478.237.9211
Email: levis@levislawfirmllc.com

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA
AUGUSTA DIVISION

GRUNER ENTERPRISES LLC (d/b/a #1 BIG DADDY'S CAR CO. AND SIMPLE AUTO FINANCE), and ROBERT GRUNER III, Individually,

Plaintiffs,

y.

ABC LOAN CO. OF MARTINEZ LLC,

Defendant.

Civil Action No. 1:21-CV-00007

SETTLEMENT AGREEMENT

WHEREAS, effective on or about August 9, 2016, Robert Gruner III ("Gruner"), Gruner Enterprises LLC d/b/a #1 Big Daddy Car Co. and Simple Auto Finance ("Enterprises") and ABC Loan Co. of Martinez, LLC ("ABC Loan") entered into an agreement entitled Master Purchase Agreement (Full Recourse) (the "MPA");

WHEREAS, Gruner and Enterprises were referred to as "Seller" under the MPA and ABC Loan was referred to as "Purchaser" under the MPA;

WHEREAS, ABC Loan contends that Carisma Financial Corp. (“Carisma” and, collectively with Gruner and Enterprises, the “Gruner Parties”) is also liable to ABC Loan and was included as a seller thereunder;

WHEREAS, Georgia Finco Holding Corporation (“GA Finco”) is the sole owner of ABC Loan;

WHEREAS, Donald B. Ward (“Ward” and, collectively with GA Finco and ABC Loan, the “ABC Loan Released Parties”) is the principal and ultimate owner of ABC Loan;

WHEREAS, Kathryn Argo Gruner ("Katy Gruner" and, collectively with the Gruner Parties, the "Gruner Released Parties") is the spouse of Gruner and a principal of Enterprises and Carisma;

WHEREAS, The Gruner Released Parties and the ABC Loan Released Parties are collectively referred to herein as the "Parties";

WHEREAS, over time and pursuant to the MPA, one or more of the Gruner Parties sold or purported to sell certain consumer installment sale contracts ("Installment Contracts") to ABC

Loan and delivered to ABC Loan the original automobile titles ("Titles") for the vehicles subject to the sold installment sale contracts, in exchange for payment by ABC Loan of the purchase price for each of the installment sale contracts;

WHEREAS, disputes developed between the Gruner Parties and ABC Loan concerning a variety of matters, including without limitation ABC Loan's contention that the Gruner Parties were not complying with their obligations under the MPA and the Gruner Parties' contention that ABC Loan was acting unlawfully with respect to its dealings with the Gruner Parties' customers (ABC Loan's alleged conduct is referred to herein as the "Customer Actions") and that ABC Loan should provide an accounting of funds related to the parties' dealings under the MPA;

WHEREAS on May 7, 2020, Gruner and Enterprises filed this lawsuit against ABC Loan in Texas state court, Cause No. DC-20-06552 in the 134th Judicial District Court of Dallas County, Texas (the "State Court Action");

WHEREAS, on May 15, 2020, Gruner and Enterprises filed their First Amended Petition, Application for Temporary Restraining Order, and Request for Temporary Injunction in the State Court Action, seeking, among other things, temporary and permanent injunctive relief, and damages from ABC Loan for alleged tortious interference, violations of the Texas Debt Collection Act, attorneys' fees and exemplary damages and further seeking a declaratory judgment that the MPA is void due to illegality because ABC Loan cannot lawfully hold the Installment Contracts because it is not licensed by the Texas Office of Consumer Credit Commissioner;

WHEREAS, the court in the State Court Action entered a Temporary Restraining Order and Order Setting Hearing for Temporary Injunction (the "TRO") on May 15, 2020;

WHEREAS, the court in the State Court Action entered an Agreed Temporary Injunction ("Injunction") on May 26, 2020;

WHEREAS, on June 4, 2020, ABC Loan filed in the State Court Action a Motion to Transfer Venue and, Subject Thereto, Original Answer, Affirmative Defenses and Counterclaims to Plaintiffs' First Amended Petition (the "Counterclaim"), seeking, among other things, to transfer the State Court Action to Georgia and asserting counterclaims for damages against Gruner and Enterprises for alleged breach of contract, promissory estoppel, conversion, money had and received, and unjust enrichment;

WHEREAS, on June 5, 2020, ABC Loan removed the State Court Action to the United States District Court for the Northern District of Texas, Civil Action No. 3:20-cv-01440-B (the "Texas Federal Court");

WHEREAS, on June 25, 2020, Gruner and Enterprises filed their answer to the Counterclaim;

WHEREAS, on June 30, 2020, ABC Loan filed its Motion to Dismiss, seeking dismissal of Gruner and Enterprises' claims or transfer of the action to Georgia federal court;

WHEREAS, on January 8, 2021, the Texas Federal Court issued a Memorandum Opinion and Order transferring the litigation to the United States District Court for the Southern District of

Georgia, where the case was assigned Civil Action File No. 1:21CV007 (the "Georgia Federal Action"); and

WHEREAS, on March 17, 2021, Plaintiffs filed a Motion for Leave to Amend Complaint and Brief In Support;

WHEREAS, on March 17, 2021, Defendant filed its Motion for Joinder and to Amend; and

WHEREAS, on March 31, 2021, the Court granted Plaintiffs' and Defendant's motions for leave to amend; and

WHEREAS, On April 1, 2021, Defendant filed its Amendment to Counterclaims; and

WHEREAS, on April 1, 2021, Plaintiffs filed their Second Amended Complaint; and

WHEREAS, on April 15, 2021, Defendant filed its Answer to Amended Complaint and Counterclaim against all Plaintiffs; and

WHEREAS, on April 15, 2021, Plaintiffs filed their Answer to Amendment to Counterclaims; and

WHEREAS, on June 11, 2021, Plaintiffs file a Motion for Partial Summary Judgment and Defendant timely responded thereto; and

WHEREAS, without the admission of liability or fault of any party, the Gruner Released Parties, on the one hand, and the ABC Loan Released Parties, on the other hand, desire to resolve all disputes between or among them, including without limitation all claims asserted or that could have been asserted in the Georgia Federal Action.

NOW, THEREFORE, in consideration of the consideration set forth herein, the Parties agree as follows:

1. Settlement Payments. The Gruner Parties shall pay or cause to be paid to ABC Loan the total sum of Five Hundred Thousand Dollars and No Cents (\$500,000.00) (the "Settlement Payment"), which amount shall be paid in thirty-six (36) equal installments of Thirteen Thousand Eight Hundred Eighty-eight Dollars and Eighty-nine Cents (\$13,888.89) (the "Installment Payments"), the first of which shall be made by no later than thirty (30) days following the full execution of this Agreement. All subsequent monthly payments shall be due and payable by the fifteenth day of each succeeding calendar month.

2. Default by Gruner Parties. If the Gruner Parties fail to timely make any Installment Payment, and upon receipt of written notice by ABC Loan of such failure, the Gruner Parties shall be in default of this Agreement. The Gruner Parties shall have ten (10) business days to cure any such default from the date of receipt of written notice. If the Gruner Parties fail to cure any such default, the Gruner Parties agree (at the election of ABC Loan) to the entry of a judgment in the Georgia Federal Action (or a subsequent action initiated by ABC Loan, if necessary) equal to the unpaid balance of the Settlement Payments (i.e., \$500,000.00 minus the total Installment Payments made by the Gruner Parties hereunder). For the sake of clarity, if the Gruner Parties have made

one hundred thousand dollars (\$100,000.00) in total Installment Payments, then the agreed judgment would be for four hundred thousand dollars (\$400,000.00). If ABC Loan elects to receive and in fact obtains an agreed judgment under this provision, ABC Loan agrees that such agreed judgment is its sole and exclusive remedy for the breach by the Gruner Parties.

3. Security Interest/Collateral. To secure its obligations to make the Installment Payments, Enterprises (and, to the extent necessary, Carisma) hereby grant ABC Loan and its successors and assigns a security interest in the accounts receivable owed on the Installment Contracts listed on the attached Schedule of Collateral (such accounts receivable listed on the schedule at any point in time, the "Collateral"). On a quarterly basis Enterprises shall provide an updated Schedule of Collateral, which updated schedule shall (a) remove all accounts receivable that have been paid and any accounts receivable that have either become sixty (60) days overdue or that Enterprises has otherwise concluded will not be collectible and (b) add new accounts receivable if and as necessary to ensure that the aggregate balance of the accounts receivable on the Schedule of Collateral is at least equal to the balance of the Settlement Payment still owed. Enterprises and Carisma authorize ABC to file a financing statement describing the Collateral. Enterprises and Carisma shall also provide a copy of any documentation that ABC Loan determines it needs to verify the existence and status of the Collateral.

4. Return of Installment Contracts and Titles. As a condition precedent to the effectiveness of the release provided to the ABC Loan Released Parties, within 5 business days after the Effective Date, ABC Loan and Ward will send to Enterprises, by overnight delivery, all Installment Contracts and certificates of title in its possession that relate to vehicles sold by Enterprises. Enterprises shall either (a) provide ABC Loan an account number to charge for the overnight delivery service or (b) send ABC Loan funds sufficient to pay for such overnight delivery.

5. No Contact with Customers of Gruner Parties. ABC Loan and Ward agree that neither of them shall, directly or indirectly, contact or communicate with any person known or believed by them to be a past or current customer of any of the Gruner Parties concerning or related to any aspect of the Gruner Parties' business, including without limitation any Installment Contract, payment or collection on any Installment Contract, Title or repossession.

6. Effective Date. This Agreement shall be effective on the date upon which this Agreement is signed by all Parties (the "Effective Date").

7. Mutual Releases. Effective on the Effective Date, the Gruner Released Parties, collectively and singularly, and the ABC Loan Released Parties, collectively and singularly, mutually release, discharge, and forever hold each other harmless from all claims, demands, or suits, known or unknown, fixed or contingent, liquidated or unliquidated, whether or not asserted, as of the Effective Date of this Agreement, including without limitation all claims arising asserted or that could have been asserted in the Georgia Federal Action and all claims arising from or related to the MPA. This release runs to the benefit of all attorneys, agents, employees, reinsurers, insurers, officers, directors, shareholders, members, and partners of the parties. "Party" as used in this release includes all named parties identified herein, as well as all related entities and affiliates of the parties. Nothing in this paragraph shall release any Party from its obligations under this Agreement.

8. Dismissal of Georgia Federal Action. Within three business days of the Effective Date, counsel for the Parties will file a joint motion to dismiss the Georgia Federal Action with prejudice and with each Party bearing its own attorneys' fees and costs.

9. Nondisparagement. The Gruner Released Parties and the ABC Loan Released Parties each agree, collectively and individually, not to disparage each other.

10. Each signatory hereto warrants and represents:

- (a) He or she has authority to bind the parties for whom that signatory acts; and
- (b) The claims, suits, rights, and/or interests which are the subject matter hereto are owned by the party asserting same, have not been assigned, transferred or sold and are free of encumbrance.

11. No Prior Assignment. All parties hereby represent and warrant that there has been no assignment, sale, or other transfer or disposition of any interest in any of the claims hereinabove released and forever discharged.

12. Cancellation of Debt. The Parties acknowledge and agree that the ABC Loan and/or the ABC Loan Released Parties may determine that they are required by law to issue an IRS Form 1099-C (Cancellation of Debt) to Enterprises and/or the Gruner Released Parties to the extent any debt is deemed cancelled under the terms and conditions of this Agreement. Notwithstanding the preceding sentence, nothing herein shall be construed as an admission by Enterprises or any of the Gruner Parties that any valid debt exists or existed or that this Agreement should be construed as cancelling any debt.

13. Performance. The Parties hereto shall execute without delay all documents, perform all acts, and do all things necessary to effectuate the terms of this Agreement.

14. Attorney's Fees and Expenses For Any Breach Of This Agreement. In addition to all other remedies allowable at law or in equity, or pursuant to this Agreement, if legal action is required to enforce the provisions of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs.

15. Covenant Not To Sue. The Parties, on their own behalf and behalf of each of their respective heirs, successors, assigns, shareholders, owners, officers, directors, employees, agents, attorneys, representatives and others who might claim through them, each hereby covenants that it will not sue or cause to be sued any person or entity hereinabove released with respect to any of the claims hereinabove released and forever discharged.

16. Additional Authority. Each of the Parties and the persons executing this Agreement for the Parties herein have the actual authority to enter into and execute this Agreement, and to further effectuate the transactions contemplated herein, including the giving of releases.

17. Acknowledgment Of Receipt And Sufficiency Of Full And Adequate Consideration. There is adequate, good, and sufficient consideration to support, sustain, and complete this Agreement, which such consideration has been both tendered and received. The

Parties further acknowledge and agree that the mutual covenants, promises and obligations contained herein constitute good, valid and bargained-for consideration for purposes of this Agreement.

18. No Oral Modification. This Agreement may not be altered, amended, supplemented, or modified except by a written instrument signed by all of the Parties. The Parties acknowledge and agree that any attempted oral change or modification of this Agreement shall be null, void, and unenforceable.

19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and directors, employees, agents, attorneys, and representatives.

20. Counsel. The Parties have been provided the opportunity to meet with and retain independent legal counsel. The Parties acknowledge that they are entering into this Agreement freely and voluntarily.

21. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

22. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid. If a court of competent jurisdiction renders any terms or provisions of this Agreement invalid, such invalidation shall not affect the validity of the remaining other terms or provisions and the invalid part shall be deemed not to be a part of this Agreement. Notwithstanding the foregoing, the parties agree that paragraphs 1, 2, 7 and 8 of this Agreement are essential to the parties' Agreement and if any those provisions is rendered invalid by a court of competent jurisdiction, this entire Agreement shall be considered invalid and unenforceable and the parties shall take all actions as necessary to put the other party back in the same position as existed prior to execution of this Agreement.

23. Absence of Presumptions. Since this Agreement is the result of negotiation, there shall be no inferences or presumptions deemed to exist in favor of either Party as a result of the preparation and/or negotiation hereof.

24. Section Headings; Construction. The headings in this Agreement are provided for convenience only and will not affect its construction or interpretation.

25. Entire Agreement. This Agreement constitutes the entire and only understanding and agreement among the Parties with respect to the subject matter addressed herein. All prior or contemporaneous agreements, discussions, inducements, representations, statements and/or understandings with respect to said subject matter, whether oral or written, are expressly superseded by this Agreement. The Parties expressly disavow any reliance on any representations, statements, understandings or warranties that are not expressly stated within this Agreement.

Signed as of this 17th day of February, 2022.

Gruner Released Parties:

GRUNER ENTERPRISES LLC
(d/b/a #1 BIG DADDY'S CAR CO. AND
SIMPLE AUTO FINANCE)

By: _____

Name: _____

Title: _____

ROBERT GRUNER III

KATHRYN ARGO GRUNER

CARISMA FINANCIAL CORP.

By: _____

Name: _____

Title: _____

ABC Loan Released Parties:

ABC LOAN CO. OF MARTINEZ LLC

By: Donald B Ward

Name: DONALD B WARD

Title: PRES

Donald B Ward
DONALD B. WARD

GEORGIA FINCO HOLDING
CORPORATION

By: Donald B Ward

Name: DONALD B WARD

Title: PRES

Signed as of this 4 day of February, 2022.

Gruner Released Parties:

GRUNER ENTERPRISES LLC
(d/b/a #1 BIG DADDY'S CAR CO. AND
SIMPLE AUTO FINANCE)

By: [Signature]

Name: Robert Gruner III

Title: managing member

ABC Loan Released Parties:

ABC LOAN CO. OF MARTINEZ LLC

By: _____

Name: _____

Title: _____

[Signature]
ROBERT GRUNER III

DONALD B. WARD

[Signature]
KATHRYN ARGO GRUNER

GEORGIA FINCO HOLDING
CORPORATION

CARISMA FINANCIAL CORP.

By: _____

Name: _____

Title: _____

By: [Signature]

Name: Robert Gruner III

Title: Principal

SCHEDULE OF COLLATERAL

<u>Installment Contract</u>	<u>Current Balance</u>	<u>Balance Over 90 Days Past Due</u>
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Donnerstag, 4. April 2019

Exhibit A, page 1

ALL IDMS ACTIVE ACCOUNTS- ABC 60/35
(Each Status Date in "Status" Field Reflects Filter in "IDMS" Field)

Timezone: (GMT -6) Central Time
 Print Date: 02/16/2022 6:42:47 AM
 Data Date: 02/16/2022 6:42:38 AM
 Rows: 4 of 2

03/11/2019		Chevrolet	Sonic	0	
03/12/2019		Chevrolet	Silverado 1500	0	
03/23/2019		Hyundai	Veloster	0	
03/23/2019		Nissan	Titani	0	
03/25/2019		Toyota	Corolla	0	
03/25/2019		Dodge	Nitro	0	
03/26/2019		Kia	Forte	0	
04/04/2019		Kia	Rio	27	
04/04/2019		Toyota	Malix	27	
04/27/2019		Hyundai	Elantra	0	
05/11/2019		Chevrolet	Equinox	0	
05/23/2019		Nissan	Altima	0	
06/01/2019		Jeep	Compass	0	
06/22/2019		Ford	F-150	0	
07/20/2019		Lexus	GS	19	
07/23/2019		Ford	Fusion	0	
07/27/2019		Hyundai	Veloster	0	
07/27/2019		Chevrolet	Tahoe	0	
08/10/2019		Ford	Escape	0	
08/17/2019		Nissan	Sentra	0	
08/05/2019		CHEVROLET	SILVERADO	0	
09/28/2019		Dodge	Avenger	5	
10/03/2019		Ford	Explorer	33	
10/07/2019		GMC	Sierra Classic 1500	11	
11/09/2019		Chevrolet	Malibu	0	
12/19/2019		Ford	Focus	0	
12/19/2019		Nissan	Altima	0	
12/21/2019		Pontiac	Torrent	0	
12/25/2019		CADILLAC	CTS	0	
01/09/2020		Dodge	Ram 1500	0	
02/01/2020		Dodge	Avenger	0	
02/25/2020		HYUNDAI	SANTA FE	0	
02/27/2020		Saari	VUE	5	
10/20/2020		Chevrolet	Silverado 1500	0	
01/21/2021		Chevrolet	Impala	0	
01/27/2021		Chevrolet	Camaro	0	
02/04/2021		Ford	Escape	0	

Sample Auto Finance

ALL IDMS ACTIVE ACCOUNTS- ABC 60/35

[Last Status Date: 1/16/2022] [Last Record Page: 1/18/2022]

02/25/2021	[REDACTED]	Chrysler	300	[REDACTED]	12	[REDACTED]
03/03/2021	[REDACTED]	Chevrolet	Equinox	[REDACTED]	6	[REDACTED]
03/05/2021	[REDACTED]	Ford	F-150	[REDACTED]	0	[REDACTED]
03/06/2021	[REDACTED]	Chevrolet	Impala	[REDACTED]	0	[REDACTED]
03/15/2021	[REDACTED]	GMC	Sierra 1500	[REDACTED]	5	[REDACTED]
03/15/2021	[REDACTED]	Ford	Escape	[REDACTED]	0	[REDACTED]
03/20/2021	[REDACTED]	Chevrolet	Silverado 1500	[REDACTED]	0	[REDACTED]

Timezone: (GMT -6) Central Time
 Print Date: 02/16/2022 6:42:47 AM
 Data Date: 02/16/2022 6:42:38 AM
 Page: 1 of 2

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EXHIBIT B

LEVIS LAW FIRM, LLC

POST OFFICE BOX 129
101 SOUTH MAIN STREET
MITCHELL BUILDING, SECOND FLOOR
SWAINSBORO, GEORGIA 30401

JON A. LEVIS
levis@levislawfirmllc.com

October 25, 2022

Phone: 478.237.7029
Fax: 478.237.9211

SENT BY REGULAR MAIL AND
CERTIFIED MAIL RETURN RECEIPT
REQUESTED

Mr. Robert Gruner, III
Gruner Enterprises, LLC
Big Daddy's Car Co.
Simple Auto Finance
944 South Buckner
Dallas, Texas 75217

RE: ABC Loan Company of Martinez, LLC/
Gruner Enterprises, LLC, Big Daddy's Car Co.,
Simple Auto Finance, and Robert Gruner, III

Dear Gruner Parties:

In accordance with the Settlement Agreement dated February 17, 2022, your payment to ABC Loan Company of Martinez, LLC, ("ABC") in the amount of \$13,888.89 was due to ABC on or before October 15, 2022. Your payment has not been received.

In accordance with Paragraph 2 of the Settlement Agreement, please find this letter as notice of default. You have ten (10) business days from the date of receipt of this notice to cure said default.

Please govern yourselves accordingly.

Sincerely yours,

Jon A. Levis

JAL/kbm

cc: ABC Loan Company of Martinez, LLC
Craig F. Simon, Esq.

Exhibit B

LEVIS LAW FIRM, LLC

POST OFFICE BOX 129
101 SOUTH MAIN STREET
MITCHELL BUILDING, SECOND FLOOR
SWAINSBORO, GEORGIA 30401

JON A. LEVIS
levis@levislawfirmllc.com

November 29, 2022

Phone: 478.237.7029
Fax: 478.237.9211

SENT BY REGULAR MAIL AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED AND BY
USPS EXPRESS MAIL

EI 005 131 966 US

Mr. Robert Gruner, III
Gruner Enterprises, LLC
Big Daddy's Car Co.
Simple Auto Finance
11700 Garland Road
Dallas, Texas 75218

RE: ABC Loan Company of Martinez, LLC/
Gruner Enterprises, LLC, Big Daddy's Car Co.,
Simple Auto Finance, and Robert Gruner, III

Dear Gruner Parties:

In accordance with the Settlement Agreement dated February 17, 2022, your payment to ABC Loan Company of Martinez, LLC, ("ABC") in the amount of \$13,888.89 was due to ABC on or before October 15, 2022. Your payment has not been received.

Also in accordance with the Settlement Agreement dated February 17, 2022, your payment to ABC Loan Company of Martinez, LLC, ("ABC") in the amount of \$13,888.89 was due to ABC on or before November 15, 2022. Your payment has not been received.

In accordance with Paragraph 2 of the Settlement Agreement, please find this letter as notice of default. You have ten (10) business days from the date of receipt of this notice to cure said default.

Please govern yourselves accordingly.

Sincerely yours,

Jon A. Levis

JAL/kbm

cc: Gruner Parties, 944 S. Buckner Road, Dallas, Texas 75217
cc: ABC Loan Company of Martinez, LLC

AW FIRM, LLC

BOX 129
GEORGIA 30401

Mr. Robert Gruner, III
Gruner Enterprises, LLC
Big Daddy's Car Co.
Simple Auto Finance
11700 Garland Road
Dallas, Texas 75218

LAW FIRM, LLC

ICE BOX 129
DRO, GEORGIA 30401

Mr. Robert Gruner, III
Gruner Enterprises, LLC
Big Daddy's Car Co.
Simple Auto Finance
944 South Buckner
Dallas, Texas 75217

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL™



5622 524T E000 0T52 4002
5622 524T E000 0T52 4002

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Mr. Robert Gruner, III
Gruner Enterprises, LLC
Big Daddy's Car Co.
Simple Auto Finance
11700 Garland Road
Dallas, Texas 75218

PS Form 3800, June 2002

See Reverse for Instructions

Mr. Robert Gruner, III
Gruner Enterprises, LLC
Big Daddy's Car Co.
Simple Auto Finance
11700 Garland Road
Dallas, Texas 75218

Certified Mail Provided

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the post office

Important Reminders:

- Certified Mail may ONLY be used for one-way delivery.
- Certified Mail is *not* available for return to sender.
- NO INSURANCE COVERAGE for valuables, please consider other options.
- For an additional fee, a delivery receipt can be obtained. To obtain Return Receipt (PS Form 3811), fee. Endorse mailpiece with "Return Receipt Requested" and a duplicate return receipt required.
- For an additional fee, addressee's authorized endorsement "Restricted Delivery" may be added.
- If a postmark on the Certificate at the post office receipt is not needed, check the "No Postmark" box.

IMPORTANT: Save this Internet access to delivery information for mailpieces addressed to APOs and

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>Mr. Robert Gruner, III Gruner Enterprises, LLC Big Daddy's Car Co. Simple Auto Finance 11700 Garland Road Dallas, Texas 75218</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>2. Article Number (Transfer from service label) 7004 2510 0003 1475 7295</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p> <p>102595-02-M-1540</p>	

PRESS FIRMLY TO SEAL



PRESS FIRMLY TO SEAL

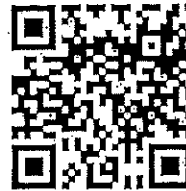
FLAT RATE ENVELOPE
POSTAGE REQUIRED

PRIORITY MAIL EXPRESS®

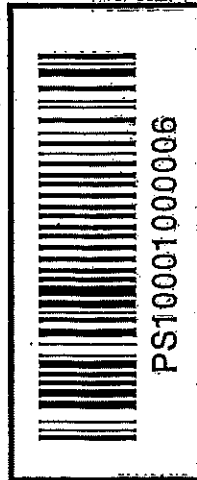
FLAT RATE ENVELOPE

ONE RATE ■ ANY WEIGHT

To schedule free Package Pickup,
scan the QR code.



USPS.COM/PICKUP



PS10001000006

EP13F July 2022
OD: 12 1/2 x 9 1/2



**PRIORITY
MAIL
EXPRESS®**

CUSTOMER USE ONLY

FROM: (PLEASE PRINT)

PHONE ()

LEVIS LAW FIRM, LLC

POST OFFICE BOX 129

SWAINSBORO, GEORGIA 30401

DELIVERY OPTIONS (Customer Use Only)

☐ SIGNATURE REQUIRED Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases CDO service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.

☐ No Saturday Delivery (delivered next business day)

☐ Sunday/Holiday Delivery Required (additional fee, where available)

*Refer to USPS.com® or local Post Office® for availability.

TO: (PLEASE PRINT)

PHONE ()

Mr. Robert Gruner, III
Gruner Enterprises, LLC
Big Daddy's Car Co.
Simple Auto Finance
11700 Garland Road
Dallas, Texas 75218

15218

■ For pickup or USPS Tracking™, visit USPS.com or call 800-222-1811.
■ \$100.00 Insurance Included.

PEEL FROM THIS CORNER

INTERNATIONAL USE
NO LABEL HERE

Date.*

Time.†

Insurance included for domestic
international destinations.

Insurance include \$100 of insurance

Insurance request.

Insurance S., select APO/FPO/DPO and
insurance ins.
insurance S.com for complete details.

Insurance S. destinations only.

Insurance retain items. For details regarding claims exclusions see the
insurance S://pe.usps.com.

Insurance STOMS DECLARATION LABEL MAY BE REQUIRED.



UNITED STATES
POSTAL SERVICE

EXHIBIT C

LEVIS LAW FIRM, LLC

POST OFFICE BOX 129
101 SOUTH MAIN STREET
MITCHELL BUILDING, SECOND FLOOR
SWAINSBORO, GEORGIA 30401

JON A. LEVIS
levis@levislawfirmllc.com

May 1, 2023

Phone: 478.237.7029
Fax: 478.237.9211

SENT BY REGULAR MAIL AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Robert Gruner, III
Big Daddy's Car Co.
944 South Buckner Blvd.
Dallas, Texas 75217

RE: ABC Loan Company of Martinez, LLC
("ABC")/Gruner Enterprises, LLC, Big
Daddy's Car Co., Simple Auto Finance, and
Robert Gruner, III (collectively Gruner Parties")
Balance due as of April 11, 2023 : \$402,777.77

Dear Gruner Parties:

As you are aware, I represent ABC in relation to your indebtedness under the Settlement Agreement dated February 17, 2022, ("Agreement"). The amount due under the Agreement is \$402,777.77 as of April 11, 2023.

You have been previously contacted regarding the above default under the Agreement and my client has received no adequate response from you as of this date. This letter shall also provide notice to you that the entire balance is hereby due and payable in full as you were notified of the default on or about October 25, 2022, and November 29, 2022, and failed to cure the same.

You are hereby notified that if your obligation has not been satisfied in full within ten (10) days from the date of receipt of this letter, you will be responsible to pay all costs including reasonable attorneys' fees pursuant to O.C.G.A. § 13-1-11. If suitable arrangements for payment have not been negotiated, suit will be filed against you without further notice to you in order to collect the full amount due, plus court costs, and attorneys' fees.

This letter shall also serve to demand that you strictly comply with each and every term, condition, covenant, and other obligations under the Agreement.

GOVERN YOURSELF ACCORDINGLY.

Sincerely yours,

Jon A. Levis

JAL/kbm

cc: ABC Loan Co. of Martinez, LLC

Exhibit C

LEVIS LAW FIRM, LLC

POST OFFICE BOX 129
101 SOUTH MAIN STREET
MITCHELL BUILDING, SECOND FLOOR
SWAINSBORO, GEORGIA 30401

JON A. LEVIS
levis@levislawfirmllc.com

May 1, 2023

Phone: 478.237.7029
Fax: 478.237.9211

SENT BY REGULAR MAIL AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Robert Gruner, III
Gruner Enterprises, LLC
944 South Buckner Blvd.
Dallas, Texas 75217

RE: ABC Loan Company of Martinez, LLC
("ABC")/Gruner Enterprises, LLC, Big
Daddy's Car Co., Simple Auto Finance, and
Robert Gruner, III (collectively Gruner Parties")
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GOVERN YOURSELF ACCORDINGLY.

Sincerely yours,

Jon A. Levis

JAL/kbm

cc: ABC Loan Co. of Martinez, LLC

LEVIS LAW FIRM, LLC

POST OFFICE BOX 129
101 SOUTH MAIN STREET
MITCHELL BUILDING, SECOND FLOOR
SWAINSBORO, GEORGIA 30401

JON A. LEVIS
levis@levislawfirmllc.com

May 1, 2023

Phone: 478.237.7029
Fax: 478.237.9211

SENT BY REGULAR MAIL AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Robert Gruner, III
Simple Auto Finance
944 South Buckner Blvd.
Dallas, Texas 75217

RE: ABC Loan Company of Martinez, LLC
("ABC")/Gruner Enterprises, LLC, Big
Daddy's Car Co., Simple Auto Finance, and
Robert Gruner, III (collectively Gruner Parties")
Balance due as of April 11, 2023 : \$402,777.77

Dear Gruner Parties:

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This letter shall also serve to demand that you strictly comply with each and every term, condition, covenant, and other obligations under the Agreement.

GOVERN YOURSELF ACCORDINGLY.

Sincerely yours,

Jon A. Levis

JAL/kbm

cc: ABC Loan Co. of Martinez, LLC

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL™



TEH2 524T E000 0T52 4002
TEH2 524T E000 0T52 4002

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 1.63
Certified Fee	4.15
Return Receipt Fee (Endorsement Required)	3.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 8.13

Postmark
Here

Mr. Robert Gruner, III
Simple Auto Finance
944 South Buckner Blvd.
Dallas, Texas 75217

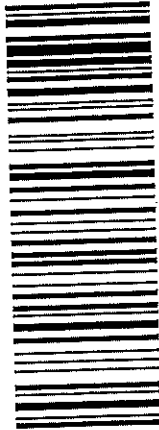
PS Form 3800, June 2002

See Reverse for Instructions

Mr. Robert Gruner, III
Simple Auto Finance
944 South Buckner Blvd.
Dallas, Texas 75217

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



2T42 524T E000 0T52 4002
2T42 524T E000 0T52 4002

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 1.63
Certified Fee	4.15
Return Receipt Fee (Endorsement Required)	3.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 8.13

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Here

Mr. Robert Gruner, III
Gruner Enterprises, LLC
944 South Buckner Blvd.
Dallas, Texas 75217

PS Form 3800, June 2002

See Reverse for Instructions

Mr. Robert Gruner, III
Gruner Enterprises, LLC
944 South Buckner Blvd.
Dallas, Texas 75217

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE**CERTIFIED MAIL™**4242 524T E000 0152 4002
4242 524T E000 0152 4002**U.S. Postal Service™**
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)For delivery information visit our website at www.usps.com**OFFICIAL USE**

Postage	\$.63
Certified Fee	4.15
Return Receipt Fee (Endorsement Required)	3.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 8.13

Postmark
Here

St. Mr. Robert Gruner, III
 St. Big Daddy's Car Co.
 on 944 South Buckner Blvd.
 Co. Dallas, Texas 75217

PS Form 3800, June 2002

See Reverse for Instructions

Mr. Robert Gruner, III
 Big Daddy's Car Co.
 944 South Buckner Blvd.
 Dallas, Texas 75217

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece or on the front if space permits.</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><i>[Signature]</i></p>	
<p>1. Article Addressed to:</p> <p>Mr. Robert Gruner, III Big Daddy's Car Co. 944 South Buckner Blvd. Dallas, Texas 75218</p>		<p>B. Received by (Printed Name) C. Date of Delivery</p>	
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>7004 2510 0003 1475 7424</p>	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><i>[Signature]</i></p>	
<p>1. Article Addressed to:</p> <p>Mr. Robert Gruner, III Simple Auto Finance 944 South Buckner Blvd. Dallas, Texas 75217</p>		<p>B. Received by (Printed Name) C. Date of Delivery</p>	
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>7004 2510 0003 1475 7431</p>	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	